

Terms & Conditions

Alpine Research llc provides 1) a user account website accessible at www.wifireremote.com or shop.wifireremote.com, (each “a Site”), and 2) services accessible through the Sites, both for use in conjunction with the WiFire Remote hardware products (Products). The term “Services” means the services provided by Alpine Research llc Sites, and services provided in conjunction with the WiFire Remote Products. The terms “us”, “we”, “our” all refer to Alpine Research llc.

These Terms & Conditions govern your access to and use of the Services. By accessing this site in any manner (whether automated or otherwise), you agree to be bound by these Terms & conditions which govern your access to, and use of the Services. These Terms & Conditions require the use of binding arbitration to resolve disputes rather than jury or class actions. Please read these Terms completely and carefully. The term “you,” as used in these Terms, means any person or entity who creates an account, accesses or uses the Services and accepts these Terms, including, but not limited to, Owners, Authorized, and the parents or guardians of Authorized Users, as applicable. Only individuals age 18 and older are permitted to act as the Owner of a WiFire Remote Account. If you are an Authorized User, you represent and warrant that you are over the age of 13, and in the event you are between the age of 13 and the age of majority in the jurisdiction where you reside, that you will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by Alpine Research. These Terms give you specific legal rights. In addition, you may also have other legal rights which vary depending on jurisdiction. The disclaimers, exclusions and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

This is a legal agreement, by acknowledging the agreement or by accessing and using the Services, including the Sites; you are accepting and agreeing to these terms on behalf of yourself or the entity that you represent in connection with the access. You represent and warrant that you have the right, authority and capacity to accept and agree to these terms on behalf of yourself or the entity that you represent. You represent that you are legally able to accept these Terms & Conditions, and affirm that you are either of legal age to form a binding contract, or have obtained parental or guardian consent to do so. If you do not agree to any of the provisions of these Terms & Conditions, you should cease accessing or using the Services and disconnect you products from your account.

As long as you continue to access or use the Services or until terminated in accordance with the provisions of these Terms, these Terms will remain in full force and effect. Alpine Research reserves the right to make changes to these Terms by posting any modifications to the Site and by accessing the use of the Services you agree to any and all modifications, with no additional notice. At any time, Alpine Research may suspend or terminate your rights to access or use the Services, or terminate these Terms with respect to you if it is believed, in good faith, that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account at www.wifireremote.com.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. Overview, Eligibility, Customer Service, Term and Termination

(a) Overview and Relation to Other Agreements. These Terms govern your purchase of any Alpine Research llc Product and use of the Services. Your purchase of any Product is governed by the limited warranty provided with that Product (“Limited Warranty”) and may further be governed by the [Terms & Conditions](#). The software embedded in the Product (and any updates thereto) (“Product Software”) is licensed and governed by these Terms

and certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and the [Privacy Policy](#) (“Privacy Policy”), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

(b) Eligibility. (i) You may use the Services only if you can form a binding contract with Alpine Research llc (except subject to the provisions of clause (1)(b)(ii) below), and only if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Only individuals age 18 and older are permitted to act as Owners of WiFire Remote Accounts. (ii) If you are an Authorized User, you represent and warrant that you are over the age of 13, and in the event you are between the age of 13 and the age of majority in the jurisdiction where you reside, that you will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by Alpine Research llc.

(c) Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact Alpine Research llc.

(d) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Alpine Research llc shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with Alpine Research llc.

(e) If you become a registered user, you may terminate your Membership at any time by sending an e-mail to info@wifireremote.com.

(f) Alpine Research reserves the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Alpine Research llc shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(g) Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

2. Accounts

(a) Your Account. To use the Services, you must register for a user account (“Account”) and provide certain information about yourself as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify Alpine Research llc of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Alpine Research llc is not liable for any loss or damage arising from your failure to comply with the above requirements.

(b) The individual who creates an Account is the “Primary User” of that Account and is the Owner of the WiFire Remote Products associated with that Account. Individuals who are authorized to access WiFire Remote Products and Services are “Authorized Users.” Authorized Users may have the ability to use the Services and monitor and control the Products. Authorized Users are responsible for their own actions in connection with the Products and Services, but Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and Account. As a Primary User, you should authorize only those individuals that you trust to access your Account, Products, and Services.

3. Access to Services

(a) Access and Use. Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. Subject to these Terms & Conditions, Alpine Research grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by using the Website in connection with, and solely for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor or otherwise accessing a service explicitly provided. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content. Subject to these Terms, Alpine Research llc grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by using the Website in connection with, and solely for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor or otherwise accessing a service explicitly provided by Alpine Research llc for your use (the “Permitted Purpose”).

(b) You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous or otherwise objectionable; (iv) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy or other rights of any third party; infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy or other rights of any third party; (v) contains a virus, trojan horse, worm, time bomb or other harmful computer code, file or program; (vi) jeopardizes the security of your WiFire Remote Account or anyone else’s Account (such as allowing someone else to log into the Services as you); (vii) attempts, in any manner, to obtain the password, account or other security information from any other user; (viii) violates the security of any computer network or cracks any passwords or security encryption codes; (ix) runs Maillist, Listserv or any form of auto-responder or “spam” on the Services or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure); (x) copies or stores any significant portion of the Content; or (xi) decompiles, reverse engineers or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

(c) Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Product, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by Alpine Research llc; and (viii) you agree not to remove, obscure or alter any proprietary

rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(d) Open Source. Certain items of independent, third party code may be included in the Web Apps that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

(e) Privacy. Please review the Privacy Policy for Alpine Research llc Web Sites, Products and Services. These documents describe practices regarding the information that Alpine Research llc may collect from users of the Products and Services, including any Content or User Submissions.

(f) Security. Alpine Research llc cares about the integrity and security of your personal information. However, Alpine Research llc cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(g) Modification. Alpine Research llc reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Alpine Research llc will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

4. Purchases, Payments

Alpine Research llc bills you through an online billing account for purchases of products and/or services. You agree to pay Alpine Research llc all charges at the prices then in effect for the products or other persons using your billing account may purchase, and you authorize Alpine Research llc to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Alpine Research reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchase as deemed required by Alpine Research llc. Alpine Research llc may change prices at any time. All payments shall be in U.S. dollars.

5. Agreed Usage and Limitations Of Alpine Research llc Services

(a) Intended Use of Alpine Research llc. The WiFire Remote Services are subject to sporadic interruptions and failures for a variety of reasons beyond Alpine Research’s control, which include but are not limited to Wi-Fi intermittency, service provider services, mobile notifications and operators. The WiFire Remote Services are intended to be accessed and used for non-critical heating situation. Although the goal of Alpine Research is for the Services to provide you with reliable access and control of your heating appliance, they are not intended to be reliable or available 100% of the time. You acknowledge these limitations and agree that Alpine Research llc is not responsible for any damages allegedly caused by the failure or delay of the Services.

(b) Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. **YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS ON YOUR ALPINE RESEARCH PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM.**

You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(c) Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Alpine Research llc does not offer any specific uptime guarantee for the Services.

(d) System Requirements. The Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Products; (ii) an Account; (iii) mobile clients such as a supported computer, phone or tablet (required from some functionality); (iv) always-on broadband Internet access in your home with bandwidth sufficient to support the Products you use. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

(e) The Services provide you with information (“Product Information”) regarding the Products in your home and their connection with other products and services. All Product Information is provided “as is” and “as available”. We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Product Information through the Services, you acknowledge that WiFire Remote is not a substitute for direct access of the information on location.

6. Limitations Of Alpine Research llc Services Due to Third Parties

(a) General. Alpine Research’s WiFire Remote Products and Services are designed to be used together with products provided by a third party. These third party products and services are beyond Alpine Research llc’s control, but their operation may impact or be impacted by the use and reliability of the Alpine Research llc Services. You acknowledge and agree that Alpine Research makes no representation or warranty about the safety of any Third-Party Products or Services. Accordingly, Alpine Research is not responsible for your use of any Third Party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any of Alpine Research’s Products or Services in conjunction with a Third Party product or service. These third party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that Alpine Research llc Services operate.

(b) Equipment, ISP, and Carrier. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, and other related equipment (“Equipment”), (ii) your Internet service provider (“ISP”), and (iii) your mobile device carrier (“Carrier”). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

(c) Authorized Users. Alpine Research is not responsible for any Authorized User’s behavior, or for any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to their use of the Services.

7. Ownership and Intellectual Property

(a) Alpine Research llc Property. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services (i.e., the Sites, and Web Apps) are owned by Alpine Research llc or its affiliates or our licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Alpine Research llc and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms. You may only copy parts of the Services (including this Site) on to your own computer for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of

the Services into any other work, including your own web site without the written consent of Alpine Research llc. You must have a license from us before you can post or redistribute any portion of the Services. Other than with respect to User Submissions, Alpine Research llc retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

(b) Feedback. You may choose to, or Alpine Research llc may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Alpine Research llc under any fiduciary or other obligation. Alpine Research llc may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Alpine Research llc does not waive any rights to use similar or related ideas previously known to Alpine Research llc, developed by its employees, or obtained from other sources.

(c) User Submissions. You hereby grant us with a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, or otherwise use your User Submissions (including all related intellectual property rights) solely in connection with providing you the Services and as directed by you. You also hereby do and shall grant each user of the Services a non-exclusive license to access and use your User Submissions through the Services and as permitted through the functionality of the Services and under these Terms. Furthermore, you understand that we retain the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. For clarity, the foregoing license grant to Alpine Research llc does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

8. Indemnity

You agree to defend, indemnify and hold Alpine Research llc and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys’ fees) made by any third party due to or arising out of (i) your use and each Authorized User’s use of the Products or Services, (ii) your or your Authorized Users’ violation of these Terms, (iii) any User Submissions or Feedback you provide; or (iv) your or your Authorized Users’ violation of any law or the rights of any third party. Alpine Research llc reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Alpine Research llc and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Alpine Research llc’s prior written consent. Alpine Research llc will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Warranty Disclaimers

(a) THE WARRANTY FOR THE PRODUCT AND PRODUCT SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND THE EULA, RESPECTIVELY.

(b) THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS” AND “AS AVAILABLE” AND ALPINE RESEARCH LLC AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

(c) ALPINE RESEARCH LLC AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALPINE RESEARCH LLC OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

(d) ALPINE RESEARCH LLC MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND ALPINE RESEARCH LLC WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. ALPINE RESEARCH LLC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

10. Limitation of Liability

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) ALPINE RESEARCH LLC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF ALPINE RESEARCH LLC KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ALPINE RESEARCH LLC'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO ALPINE RESEARCH LLC OR ALPINE RESEARCH LLC'S AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. ALPINE RESEARCH LLC DISCLAIMS ALL LIABILITY OF ANY KIND OF ALPINE RESEARCH LLC'S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL ALPINE RESEARCH LLC BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR

EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

11. Fees and Payment

Certain Services may be provided for a fee. You shall pay all applicable fees in connection with the Services selected by you in accordance with the Terms of Sale.

12. Disputes with Alpine Research llc

(a) Governing Law; Jurisdiction Governing Law; Jurisdiction This Agreement and all aspects of the Website and Alpine Research Services shall be governed by and construed in accordance with the internal laws of the State/Commonwealth of Colorado, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection there with other than in the state and federal courts located in Montrose County, State of Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniencce with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCOTA) is excluded from the Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website or Alpine Research llc Services be instituted more than two (2) years after the causes of action arose.

(b) Informal Resolution; To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Alpine Research llc agree to first attempt to negotiate and Dispute (except

those Disputes expressly provided below) informally for at least 90 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person or entity to the other.

(c) Binding Arbitration; If you and Alpine Research llc are unable to resolve a Dispute through informal negotiations, either you or Alpine Research llc may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. An election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of the arbitrator compensation shall be governed by the AAA Consumer Rules and where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless required by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Montrose, County, State of Colorado. Except as otherwise provided in this Agreement, you and Alpine Research may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

(d) Restrictions; You and Alpine Research llc agree that any arbitration shall be limited to the Dispute between Alpine Research llc and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

(e) Exceptions to Informal Negotiations and Arbitration; You and Alpine Research llc agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Alpine Research llc’s intellectual property rights; (2) and Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Alpine Research llc will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Alpine Research llc agree to submit to the personal jurisdiction of that court.

14. General

(a) Changes to these Terms. Alpine Research llc reserves the right to make changes to these Terms. We'll post notice of modifications to these Terms on this page. You should ensure that you have read and agree with our most recent Terms when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms.

(b) Governing Law. The courts in some countries will not apply Colorado law to some types of disputes. If you reside in one of those countries, then where Colorado law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that these Terms, and any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Products and Services shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or for Montrose, Colorado for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in an above section.

(c) Protection of Confidentiality and Intellectual Property Rights. Notwithstanding the foregoing, Alpine Research llc may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

(d) Entire Agreement/Severability. These Terms constitute the entire agreement between you and Alpine Research llc regarding the use of the Services. Any failure by Alpine Research llc to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

(e) Survivability. The obligations in Sections 3(d), 4, 6, 7, 8, 9, 11, and 13 will survive any expiration or termination of these Terms.

(f) Assignment. These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Alpine Research llc's prior written consent. These Terms may be assigned by Alpine Research llc without restriction. These Terms are binding upon any permitted assignee.

(g) Notifications. Alpine Research llc may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on www.wifireremote.com. Alpine Research llc is not responsible for any automatic filtering you or your network provider may apply to email notifications. Alpine Research llc recommends that you add @wifireremote.com email addresses to your email address book to help ensure you receive email notifications from Alpine Research llc.